

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Alexandria Group International LLC

2. Registration Number

6707

3. Name of Foreign Principal

Investbank JSC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 02/05/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The primary registrant principal will continue to contact U.S. policymakers, opinion-shapers, and to advance the foreign principal's goals regarding the rule of law in Bulgaria. Bulgaria. The primary registrant will continue to assist the bank with its agenda regarding its business and representational issues with the U.S. Administration, Congress, and media, think-tanks, and other opinion-shapers. The primary registrant will also research U.S. information and review procedural issues.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The primary registrant will continue to contact U.S. policymakers, opinion-shapers, and to advance the foreign principal's goals regarding the rule of law in Bulgaria. The primary registrant will continue to assist the bank with its agenda regarding its business and representational issues with the U.S. Administration, Congress, and media, think-tanks, and other opinion-shapers. The primary registrant will also research U.S. information and review procedural issues.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The primary registrant will continue to contact U.S. policymakers, opinion-shapers, and to advance the foreign principal's goals regarding the rule of law in Bulgaria. The primary registrant will continue to assist the bank with its agenda regarding its business and representational issues with the U.S. Administration, Congress, and media, think-tanks, and other opinion-shapers. The primary registrant will also research U.S. information and review procedural issues.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

03/10/2022

Marshall Harris

/s/Marshall Harris

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

3.10.22

MARSHALL HARRIS

Marshall Harris

CONTRACT	ДОГОВОР
<p>Today, February 5, 2022 in Virginia, U.S.A., between the parties:</p>	<p>Днес, 5 февруари 2022 г. във Вирджиния, САЩ, се сключи настоящият договор между страните:</p>
<p>1. INVESTBANK JSC, Sofia, registered in the Commercial Register of the Registry Agency in compliance with the Commercial Register Act, with UIC № 831663282 and registered office address: 85 Bulgaria Blvd, Sofia 1404, Bulgaria, represented by Svetoslav Rumenov Milanov and Maya Ivanova Stancheva – executive directors, hereinafter referred to as THE BANK</p> <p>and</p>	<p>1. ИНВЕСТБАНК АД, София, вписана в търговския регистър на Агенцията по вписванията по реда на Закона за търговския регистър, с ЕИК № 831663282 и адрес на управление: бул. България 85, София 1404, България, представлявано от Светослав Руменов Миланов и Мая Иванова Станчева – изпълнителни директори, наричана по-долу БАНКАТА</p>
<p>2. ALEXANDRIA GROUP INTERNATIONAL LLC registered in Virginia, U.S.A., with registered office address: 411 South Hicks Street, Lawrenceville, Virginia, 23868, represented by Marshall Harris, hereinafter referred to as the FIRM</p>	<p>и</p> <p>2. ALEXANDRIA GROUP INTERNATIONAL LLC, регистрирана във Вирджиния, САЩ, със седалище и адрес на управление: 411 South Hicks Street, Lawrenceville, Virginia, 23868, представлявана от Маршал Харис, наричана по-долу ФИРМАТА</p>
<p>with a view to the agreement that both parties have reached, the following contract was concluded:</p>	<p>с оглед на постигнатото от двете страни споразумение се сключи следният договор:</p>
<p>Art.1. Further to the FIRM's and BANK's original contract of Jul 15, 2021., both parties agree that the FIRM shall continue to assist the BANK with its agenda as it relates specifically to its business and reputational relations with the U.S. Administration, Congress, and media, think-tanks, and other opinion-shapers.</p>	<p>Чл.1. В допълнение към първоначалния договор между ФИРМАТА и БАНКАТА от 15 юли 2021 г., двете страни се договарят, че ФИРМАТА ще продължи да подпомага БАНКАТА при изпълнение на планираните ѝ задачи и по-конкретно нейните бизнес и репутационни отношения с администрацията на САЩ, Конгреса и медиите, мозъчните тръстове и други лица, формиращи общественото мнение.</p>
<p>Art.2. The FIRM commits to continue to:</p> <ul style="list-style-type: none"> • Contact key members of both houses of the U.S. Congress and U.S. Administration 	<p>Чл.2. ФИРМАТА се ангажира да продължава да:</p> <ul style="list-style-type: none"> • контактува с ключови членове на двете камари на Конгреса на САЩ и служители на

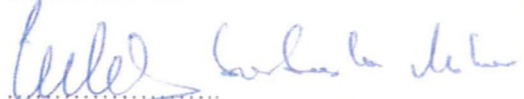
<p>officials from relevant departments and agencies in Washington, U.S. Embassy Sofia, and elsewhere abroad as necessary to advance the BANK's business and reputational goals as well as any related corporate enterprises.</p> <ul style="list-style-type: none"> • Increase exposure – including by scheduling in-person meetings as necessary and feasible – of the BANK's issues before the media and think-tank and advocacy communities and other key parties. • Provide timely analyses of U.S. policy, political, international economic, trade, human rights, democratization, and related developments. • Undertake other special assignments and/or projects, provided that they are mutually agreed to by both parties. <p>Art.3. During the term of this contract, the BANK agrees to pay the FIRM a total retainer fee of U.S. \$126 000. A total of six payments by the BANK to the FIRM shall be made as follows: Payments of \$ 21 000 each shall be due on the first day of February, March, April, June and July 2022. The FIRM will issue bills to the BANK for these payments. The FIRM will not bill separately for incidental expenses, but will bill quarterly for U.S. official filing fees (estimated at less than \$1000 during the course of this contract), travel-related expenses, and special projects (such as mass document production and transmission). Travel-related expenses by members of the Firm or other persons whom the BANK designates and special projects must be approved in advance by the BANK.</p>	<p>американската администрация от съответните отдели и агенции във Вашингтон, посолството на САЩ в София и другаде в чужбина, ако е необходимо, за да се постигнат вашите бизнес и репутационни цели по отношение на ИНВЕСТБАНК и всяка свързана и имаща отношение компания.</p> <ul style="list-style-type: none"> • Да увеличи експонирането - включително чрез планиране на лични срещи, доколкото е необходимо и осъществимо - на проблемни за БАНКАТА въпроси пред медиите, мозъчните тръстове и застъпническите общности. • Да осигури своевременни анализи на развитието в САЩ на политиката, международните икономически отношения, търговията, човешките права, демократизацията и свързаните с тях процеси. • Да поеме други специални задачи и/ или проекти, при условие, че те са взаимно договорени между двете страни. <p>Чл.3. По време на срока на този договор, БАНКАТА се съгласява да плати на ФИРМАТА обща такса от 126 000 щатски долара. Общо шест плащания от БАНКАТА към ФИРМАТА ще се извършат, както следва: Плащания в размер на \$21000 всяко са дължими на първия ден на м. февруари, март, април, май, юни и юли 2022 г. ФИРМАТА ще издава фактури на БАНКАТА за тези плащания. Фирмата няма да таксува отделно за непредвидени разходи, но ще таксува на тримесечие разходи за подаване на документи в САЩ (изчислени на по-малко от \$ 1000 за времето на този ангажимент), свързани с пътувания разходи и специални проекти (изискващи изготвяне и предаване на големи количества документи). Пътните разходи на членовете на Фирмата или други лица, посочени от ИНВЕСТБАНК, както и специалните проекти, трябва да бъдат предварително одобрени от БАНКАТА</p>
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Art.4. The BANK and the FIRM shall be able to terminate this contract at any time, by thirty-days' written notice. If this contract is terminated, the BANK will take whatever steps are necessary to evidence that the FIRM is free from any obligation to perform further, and to pay us for unpaid fees, charges for related expenses, and services incurred to the date of termination. We agree further that this agreement shall not include provision of legal services.

Art.5 This engagement shall be effective as of February 1, 2022, and will continue in effect until July 31, 2022, unless otherwise agreed by the parties.

Art.6 In case of discrepancy between the Bulgarian and English text, the English text shall prevail.

For the BANK:



 /Maya Staneleva/

For the FIRM:




Чл.4. БАНКАТА и ФИРМАТА могат да прекратят този договор по всяко време с тридесетдневно писмено предизвестие. Ако този договор бъде прекратен, БАНКАТА ще предприеме всички необходими стъпки, за да докаже, че ФИРМАТА е освободена от каквито и да било задължения за по-нататъшно изпълнение и да ни плати неплатени такси, такси за свързани разходи и услуги, извършени към датата на прекратяване. Договаряме се също, че този договор няма да включва предоставяне на правни услуги.

Чл.5 Този ангажимент влиза в сила от 1 февруари 2022 г. и ще продължи да бъде валиден до 31 юли., освен ако страните не договорят друго.

Чл.6. В случай на несъответствие между българския и английския текст, предимство има текстът на английски език.

За БАНКАТА:



 /Maya Staneleva/

За ФИРМАТА:

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<p style="text-align: center;">CONTRACT</p>	<p style="text-align: center;">ДОГОВОР</p>
<p>Today, February 5, 2022 in Virginia, U.S.A., between the parties:</p>	<p>Днес, 5 февруари 2022 г. във Вирджиния, САЩ, се сключи настоящият договор между страните:</p>
<p>1. INVESTBANK JSC, Sofia, registered in the Commercial Register of the Registry Agency in compliance with the Commercial Register Act, with UIC № 831663282 and registered office address: 85 Bulgaria Blvd, Sofia 1404, Bulgaria, represented by Svetoslav Rumenov Milanov and Maya Ivanova Stancheva – executive directors, hereinafter referred to as THE BANK and</p>	<p>1. ИНВЕСТБАНК АД, София, вписана в търговския регистър на Агенцията по вписванията по реда на Закона за търговския регистър, с ЕИК № 831663282 и адрес на управление: бул. България 85, София 1404, България, представлявано от Светослав Руменов Миланов и Мая Иванова Станчева – изпълнителни директори, наричана по-долу БАНКАТА</p>
<p>2. ALEXANDRIA GROUP INTERNATIONAL LLC registered in Virginia, U.S.A., with registered office address: 411 South Hicks Street, Lawrenceville, Virginia, 23868, represented by Marshall Harris, hereinafter referred to as the FIRM</p>	<p>2. ALEXANDRIA GROUP INTERNATIONAL LLC, регистрирана във Вирджиния, САЩ, със седалище и адрес на управление: 411 South Hicks Street, Lawrenceville, Virginia, 23868, представлявана от Маршал Харис, наричана по-долу ФИРМАТА</p>
<p>with a view to the agreement that both parties have reached, the following contract was concluded:</p>	<p>с оглед на постигнатото от двете страни споразумение се сключи следният договор:</p>
<p>Art.1. Further to the FIRM's and BANK's original contract of Jul 15, 2021, and its subsequent contract dated February 5, 2022, both parties reiterate their agreement that the FIRM shall continue to assist the BANK with its agenda as it relates specifically to its business and reputational relations with the U.S. Administration, Congress, and media, think-tanks, and other opinion-shapers.</p>	<p>Чл.1. В допълнение към първоначалния договор между ФИРМАТА и БАНКАТА от 15 юли 2021 г. и последващия договор от 5 февруари 2022 г., двете страни потвърждават съгласието си, че ФИРМАТА ще продължи да подпомага БАНКАТА при изпълнение на задачите в нейния дневен ред и по-конкретно нейните бизнес и репутационни отношения с администрацията на САЩ, Конгреса и медиите, мозъчните тръстове и други лица, формиращи общественото мнение.</p>
<p>Art.2. The FIRM additionally commits to provide the following specific services: conduct and share with the BANK in timely</p>	<p>Чл.2. ФИРМАТА допълнително се ангажира да предоставя следните специфични услуги: провеждане и своевременно споделяне с</p>

<p>fashion full and comprehensive research on relevant potential information in U.S. government files, implement a specially focused U.S. Freedom of Information Act strategy, and review U.S. federal agency intelligence and investigative procedural issues. The BANK hereby provides its explicit and specific approval for the FIRM to engage an additional expert to provide professional services to undertake these tasks.</p> <p>Art.3. During the term of this contract, the BANK agrees to pay the FIRM a separate total retainer fee of U.S. \$24,500. A total of four payments by the BANK to the FIRM shall be made as follows: Payments of \$7000 each shall be due on the first day of February, March, and April, 2022. A fourth and final payment of \$3500 shall be due on the first day of May, 2022. The FIRM will issue bills to the BANK for these payments.</p> <p>Art.4. The BANK and the FIRM shall be able to terminate this contract at any time, by thirty-days' written notice. If this contract is terminated, the BANK will take whatever steps are necessary to evidence that the FIRM is free from any obligation to perform further, and to pay us for unpaid fees, charges for related expenses, and services incurred to the date of termination. We agree further that this agreement shall not include provision of legal services.</p> <p>Art.5 This engagement shall be effective as of February 1, 2022, and will continue in effect until May 15, 2022, unless otherwise agreed by the parties.</p>	<p>БАНКАТА на пълно и изчерпателно изследване на съответната потенциална информация в досиетата на правителството на САЩ, ще изработи специално фокусирана стратегия върху Закона за свободата на информацията на САЩ и ще прегледа разузнавателните и разследващите процесуални въпроси на Федералната агенция на САЩ. С настоящото БАНКАТА дава своето изрично и конкретно одобрение ФИРМАТА да ангажира допълнителен експерт за предоставяне на професионални услуги за изпълнение на тези задачи.</p> <p>Чл.3. По време на срока на този договор, БАНКАТА се съгласява да плати на ФИРМАТА отделна обща такса от 24 500 щатски долара. Общо четири плащания от БАНКАТА към ФИРМАТА ще се извършат, както следва: Плащания в размер на \$7000 всяко са дължими на първия ден на м. февруари, март и април 2022 г. Четвъртото и последно плащане от \$3500 се дължи на първия ден на май 2022 г. ФИРМАТА ще издава фактури на БАНКАТА за тези плащания</p> <p>Чл.4. БАНКАТА и ФИРМАТА могат да прекратят този договор по всяко време с тридесетдневно писмено предизвестие. Ако този договор бъде прекратен, БАНКАТА ще предприеме всички необходими стъпки, за да докаже, че ФИРМАТА е освободена от каквито и да било задължения за по-нататъшно изпълнение и да ни плати неплатени такси, такси за свързани разходи и услуги, извършени към датата на прекратяване. Договаряме се също, че този договор няма да включва предоставяне на правни услуги.</p> <p>Чл.5 Този ангажимент влиза в сила от 1 февруари 2022 г. и ще продължи да бъде валиден до 15 май 2022 г., освен ако страните не договорят друго.</p>
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<p>Art.6 In case of discrepancy between the Bulgarian and English text, the English text shall prevail.</p> <p>For the BANK:</p> <p><i>[Signature]</i> <i>Seferbe Hiteu</i> <i>[Signature]</i> / Marga Stancheva /</p> <p>.....</p> <p>For the FIRM:</p> <p><i>Marshall Harris</i></p>	<p>Чл.6. В случай на несъответствие между българския и английския текст, предимство има текстът на английски език.</p> <p>За БАНКАТА:</p> <p><i>[Signature]</i> <i>Seferbe Hiteu</i> <i>[Signature]</i> / Marga Stancheva /</p> <p>За ФИРМАТА:</p> <p>.....</p>
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